

City Administrator Report to Mayor & City Council

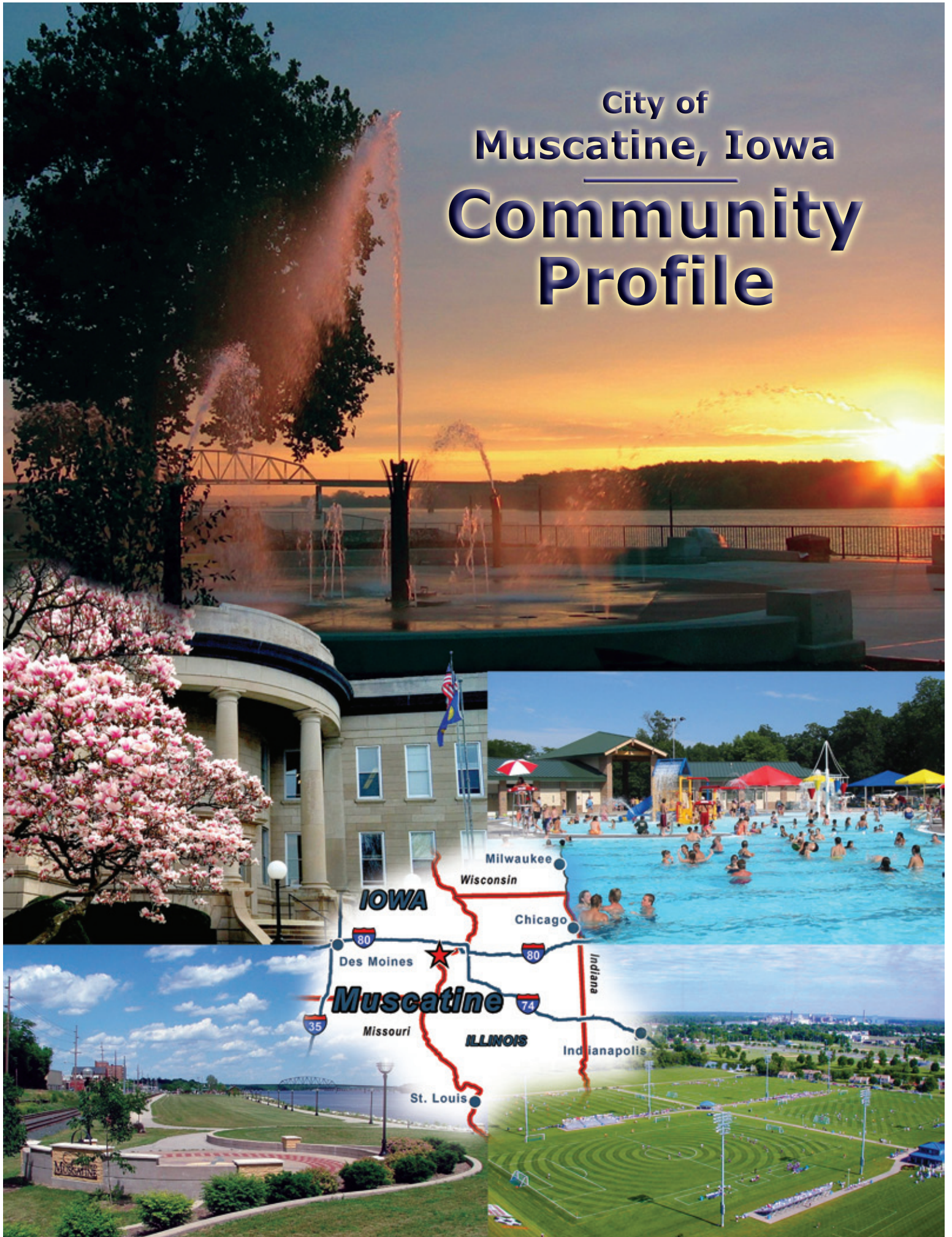
June 4, 2015, Edition No. 176

WEEKLY UPDATE:

1. Fact Sheet/Community Profile: Please see the attached Muscatine Fact Sheet that the City put together in conjunction with Bi-State and the Chamber. We have an 8x11 and 11x17 version. It has been posted to the web.
2. West Hill CSO: Attached please find the May 2015 West Hill Sewer Separation Project Progress Report provided by Karmen K. Heim, P.E. Senior Environmental Engineer, Stanley Consultants. We are expecting a change order related to storm water on West 7th Street at the next regular meeting. I'll forward on the details when received next week.
3. Cemetery: Should the Council desire to allow the Cemetery group to move forward with their project, attached is a draft agreement that should protect the city. The plan is to review this at next week's in-depth meeting.
4. Mississippi Drive:
5. FHWA: City Staff and the City Attorney has a chance to hold a conference call with the FHWA Office of Chief Counsel (Midwest Region) and will report our findings shortly after we clarify two issues - whether we have to follow the federal acquisition process and whether Davis-Bacon will apply to this project. We hope to be able to move forward with the MOA and complete the EA process shortly.
6. Quiet Zone: Staff is working with the Hotel and CP Railroad on the proposed quiet zone the hotel is asking for in the downtown. The RR will complete the work needed for the request. This is funded at 85/15 or 90/10 (will clarify) and the local share could be born by the hotel as this will offset their construction costs (noise related).
7. FEMA: It looks like Martin and Whitacre does have the data for the basis for an appeal of the proposed flood zone (HNI has a few buildings that are affected). The appeal must officially come through the City of Muscatine, but the detailed engineering study will come from Martin & Whitacre. Following is general timeline for things going forward: Approximately 60 days from now we will get official notification of the beginning of the 90 appeal period. After the 90 day appeal period there is a 100 to 120 day period of time for the appeal to be resolved. A final map will then be issued and we then have 6 months to adopt the new maps, after which they are effective. Basically the maps will not be effective for at least a year. If this appeal does not work, it would appear that HNI can resolve their issue by installation of another pump. To get this reflected on the maps would be a different process.
8. Soccer: The YMCA, City, and MCSD continue to meet to explore options for a second soccer club in the community that can address MHS needs and be open to more participants (similar to YMCA or City Programs). Still in discussion so just a heads up at this point.

9. Fire: Hazardous Materials Team Re: Bird Flu...This is a state activation under WMD on the bird flu problem. Attached are the activation orders. We will track everything here at the FD in regards to expenses for reimbursement as everything including our local OT is covered. In the next few days the EOC will move to Iowa, but the majority of the work will occur in NW Iowa for our haz mat folks. Lt. Pat Gingerich and FF Dan Novak are going to help for a two week period. Sounds like they will have another deployment after this one, but if we commit to sending more it will be a different two. The reimbursement is for mileage, hotel, meals, backfill position on workday, and overtime on off days for the hours assigned to a task. Currently, Muscatine, Council Bluffs, Cedar Rapids, and Sioux City haz mat teams have committed. Waterloo, Davenport, and Des Moines are planning to attend as well. This will be a great training effort for our fire fighters.
10. Bi-State: Please see the attached Bi-State Budget plan for your information.

City of Muscatine, Iowa Community Profile



Welcome

Located on the banks of the Mighty Mississippi River in Eastern Iowa, Muscatine is a community rich in history and beauty. It is an economically strong business center, where several Fortune 500™ have chosen to locate. Once a world leader in the pearl button manufacturing industry, Muscatine earned the name, **Pearl of the Mississippi**. Former Muscatine resident Samuel Clemens (Mark Twain) once recalled, **“And I remember Muscatine—still more pleasantly—for its summer sunsets. I have never seen any, on either side of the ocean, that equaled them.”** His fond recollection provides some insight into why Muscatine is a great place to live, work, play, and visit.



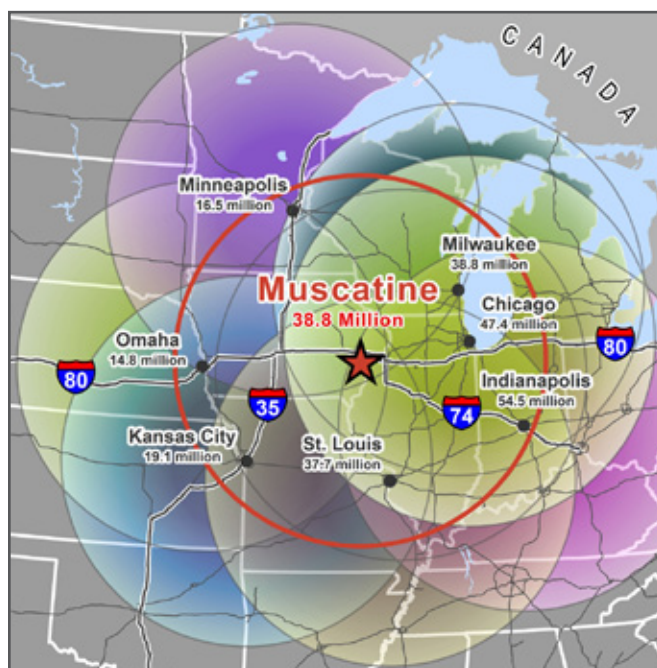
Location

Muscatine is strategically located at a crossroads of various modes of transportation for both commuters and freight travel. Interstate 80, U.S. Highways 61 & 6, and State Highways Iowa 22 & 38 all provide regional commuting options for the growing workforce, and the location also benefits from easy access to the Muscatine Municipal Airport, the Canadian Pacific Railroad service, and freight service on Mississippi River waterways. The 300 mile market includes the seven major metropolitan areas of Chicago, Indianapolis, Kansas City, Milwaukee, Minneapolis-St. Paul, Omaha and St. Louis, reaching a total area population of nearly 39 million.

300 Mile Market Population

| | |
|------------------|------------|
| Muscatine | 38,817,473 |
| Indianapolis, IN | 54,498,599 |
| Chicago, IL | 47,366,236 |
| Milwaukee, WI | 38,758,316 |
| St. Louis, MO | 37,661,995 |
| Kansas City, MO | 19,073,161 |
| Minneapolis, MN | 16,467,628 |
| Omaha, NE | 14,835,575 |

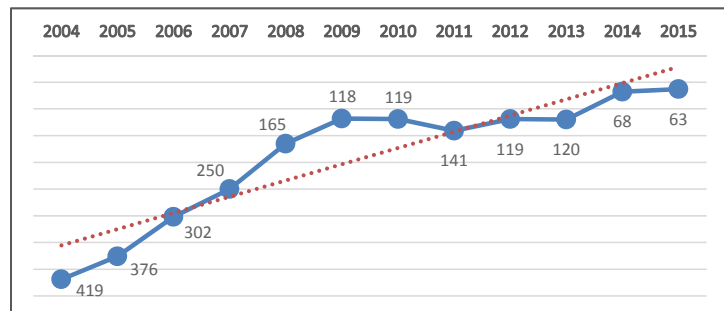
Source: Esri Community Analyst, 2008-2012 American Community Survey 5-Year Estimates



Awards

Policom Rankings

Due to its powerful and diverse economy, Muscatine placed in the top 15 percent among Micropolitan Statistical Areas (McrSAs) in economic strength rankings in 2014 as determined by the Policom Corporation. The city's ranking rose from 419th in 2004 to 63rd in 2015, among 536 McrSAs. Policom considers 23 different economic factors when determining the rankings.



Source: Policom Corporation. Micropolitan Statistical Areas. 2015 Economic Strength Ranking. <http://www.policom.com/2014%20MicroRank.htm>

Blue Zones

Muscatine earned certification as a Blue Zones Community on July 30, 2014. The Blue Zones Project, based on principles by Dan Buettner, author of the books, “Blue Zones” and “Thrive,” offers research and information targeted at helping people living longer, better lives by changing their environment and lifestyles. The Blue Zones Project is part of Governor Terry Branstad’s Healthiest State Initiative. It is sponsored by Wellmark Blue Cross and Blue Shield and Healthways.



Complete Streets

The National Complete Streets Coalition ranked Muscatine 8th best in complete street policies in the nation, thanks to its direct and committed policy to multi-modal transportation. Smart Growth America announced the rankings in 2013.

Demographics

Population

| | 2000 | 2010 | 2015 | % change 2010-2015 |
|----------------------------|--------|--------|--------|-----------------------|
| City of Muscatine, IA..... | 22,920 | 22,886 | 23,819 | ▲ 3.9% |
| Muscatine County, IA..... | 41,722 | 42,745 | 43,343 | ▲ 1.4% |

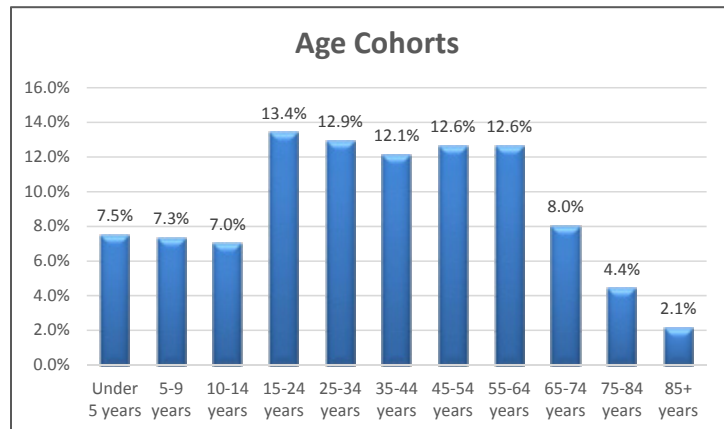
Source: U.S. Census Bureau, Censuses 2000 and 2010; City of Muscatine 2015 estimates.

Households

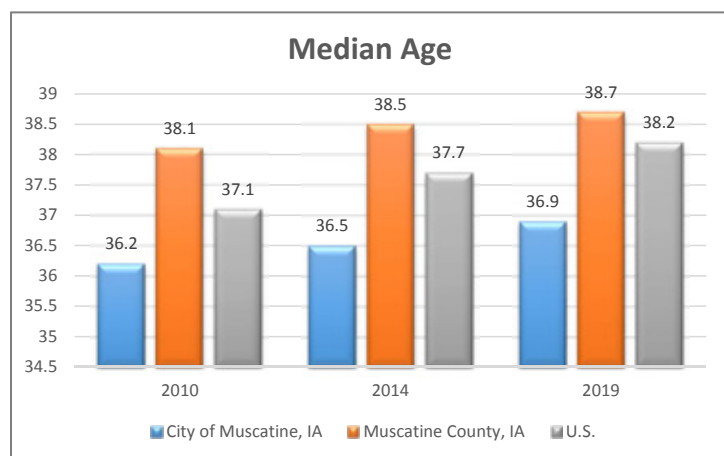
| | 2000 | 2010 | 2015 | % change 2010-2015 |
|----------------------------|--------|--------|--------|-----------------------|
| City of Muscatine, IA..... | 9,012 | 9,008 | 9,394 | ▲ 4.1% |
| Muscatine County, IA..... | 15,847 | 16,412 | 16,695 | ▲ 1.7% |

Source: U.S. Census Bureau, Censuses 2000 and 2010; City of Muscatine 2015 estimates.

Age



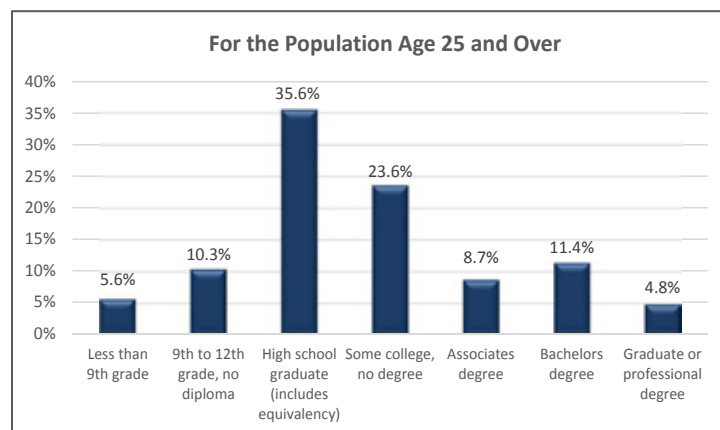
Source: Esri Community Analyst, 2014 forecasts.



Source: Esri Community Analyst, 2014 and 2019 Esri forecasts.



Educational Attainment



| | Muscatine | Iowa | U.S. |
|---|-----------|------|------|
| Percent high school graduate or higher..... | 84.0 | 91.2 | 86.3 |
| Percent bachelors degree or higher | 16.2 | 26.1 | 29.1 |

Source: U.S. Census Bureau, American Community Survey 3-year estimates, 2011-2013.

Sex

| | |
|-------------|-------|
| Male..... | 49.2% |
| Female..... | 50.8% |

Source: Esri Community Analyst, 2014 Esri forecasts.

Race

| | |
|--|-------|
| White | 85.0% |
| Black or African American..... | 3.9% |
| American Indian and Alaska Native..... | 0.6% |
| Asian..... | 1.1% |
| Native Hawaiian and Other Pacific Islander | 0.0% |
| Some Other Race..... | 6.8% |
| Two of More Races..... | 2.6% |

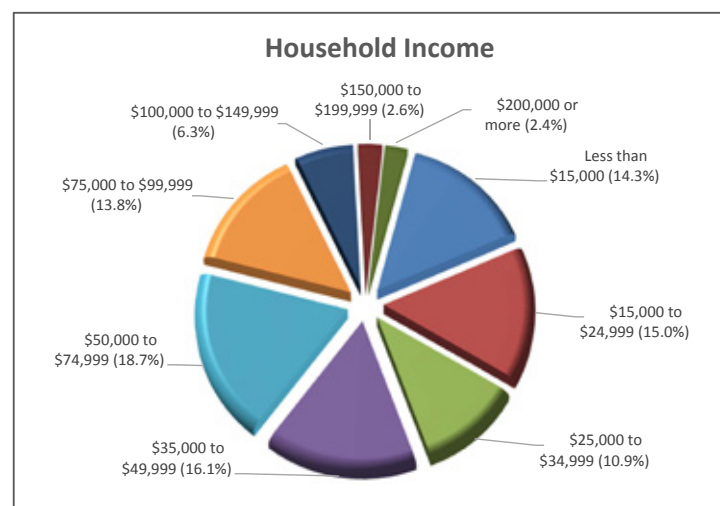
Source: Esri Community Analyst, 2014 Esri forecasts.

Hispanic/Latino Origin

| | |
|--|-------|
| Hispanic or Latino, of any race (City of Muscatine)..... | 17.8% |
| Hispanic or Latino, of any race (Iowa)..... | 5.7% |
| Hispanic or Latino, of any race (U.S.)..... | 17.5% |

Source: Esri Community Analyst, 2014 Esri forecasts.

Income



| | |
|--|----------|
| Median Household Income (City of Muscatine)..... | \$43,013 |
| Median Household Income (Iowa)..... | \$52,406 |
| Median Household Income (U.S.) | \$52,076 |

Source: Esri Community Analyst, 2014 Esri forecasts.

Air Service

Muscatine Municipal Airport (MUT)

General Aviation Provider Yes

Quad Cities International Airport (MLI)

Distance from Muscatine 34.1 miles
Daily Flights 50
Major Airlines 5
Non-Stop Cities 10
Air Cargo Carriers 3

Eastern Iowa Airport (CID)

Distance from Muscatine 62.9 miles
Daily Flights 35
Major Airlines 4
Non-Stop Cities 11
Air Cargo Carriers 3

Source: Individual air service providers, 2014.

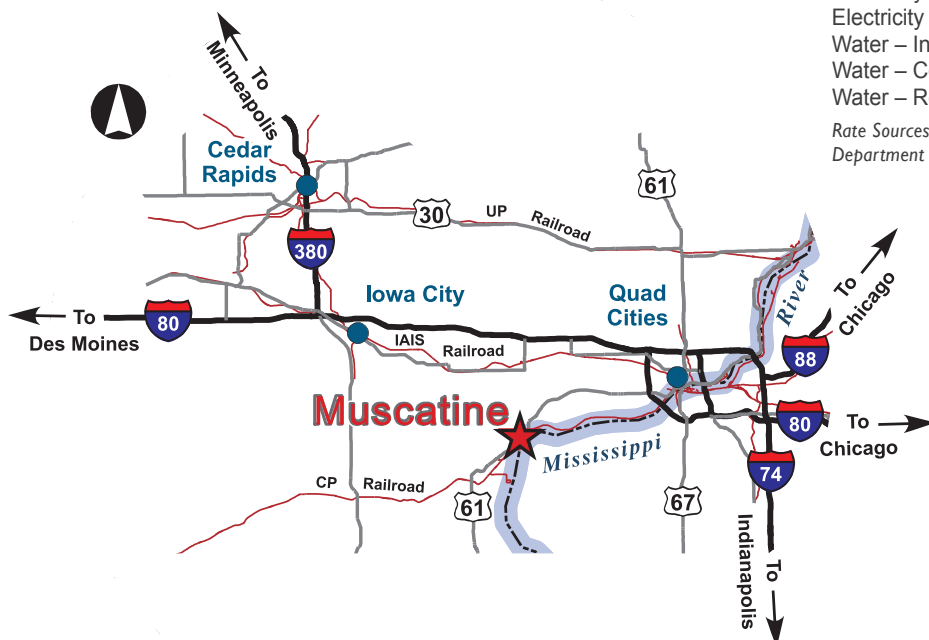
For more information: <http://www.eiairport.com> • <http://www.qcairport.com> • <http://www.carveraero.com>.

Road Freight Service

Muscatine Trucking Carriers

Commercial Transport, Inc. • Curry's Transportation Services, Inc. • Daufeldt Transport, Inc. • DND Transport, Inc. • JRB Target, Inc. • Morgan Trucking Co. • Newcomb Warehouse, Inc. • Robert Brauns, Inc. • Robison Trucking, Inc. • Ruan Transport • Swift Transportation • Tantara Transportation • Total Freight Solutions

Source: Individual trucking service providers, 2014.



International Trade Services

International Trade Services located 30 miles east of Muscatine in the Quad Cities Area:

Computerized Paired Port System • Customs Bonded Motor Carriers • Customs House Brokers/International Freight Forwarders • Foreign Trade Zone #133 • U.S. Customs Port of Entry

Source: US Customs & Border Protection office, Quad Cities Port of Entry, 2014.

Rail Service

Freight

Canadian Pacific Railroad through Muscatine
Iowa Interstate Railroad approximately 13 miles away

Passenger

AMTRAK (Burlington, IA station) 1 hour
(Mt. Pleasant, IA station) 1 hour
(Galesburg, IL station) 1 hour, 15 minutes

Source: Google Maps, 2014.

Utilities

Electricity – Muscatine Power and Water

Natural Gas – Alliant Energy

Water – Muscatine Power and Water

Sewer – City of Muscatine

Internet – Muscatine Power and Water

Cable TV – Muscatine Power and Water

Muscatine offers some of the lowest utility rates in the state and nation. Utility service reliability is extremely high with ability to deploy crews locally as needed to respond to service issues. MP&W, a municipal utility, is locally operated with local decision-making.

High speed broadband Internet services were launched in 1998. Commercial Internet customers are offered a city-wide, fiber-based network, as well as advanced point-to-point connectivity. Tier 1-3 technical support is provided locally. Continuing to invest in the community, MP&W has started \$8 million fiber-to-premise infrastructure upgrade and will offer Internet with 1 Gbps (gigabits per second) speeds to every home in Muscatine in 2017.

Competitive Utility Rates

| Utility | Average cost per unit | Muscatine | U.S. |
|---------------------------------|-----------------------|--------------|--------------|
| Electricity – Industrial | kWh | 4.95¢ | 7.06¢ |
| Electricity – Commercial | kWh | 7.44¢ | 10.77¢ |
| Electricity – Residential | kWh | 9.94¢ | 12.53¢ |
| Water – Industrial | 1,000 gal. | \$0.35 | n/a |
| Water – Commercial | 1,000 gal. | \$1.43 | n/a |
| Water – Residential | 1,000 gal. | \$3.76 | n/a |

Rate Sources: Electric and water: Muscatine Power and Water, December 2014; U.S. electric: Department of Energy, Form EIA-826, December 2014.



Barge carrying cargo on the Mississippi River

Water Freight Service

Mississippi River - Lock and Dam No. 16

9-foot channel, 10-month navigation season

Source: U.S. Army Corps of Engineers®, Mississippi River Valley Division. "Upper Mississippi River Locks & Dams." 2012.

Major Employers

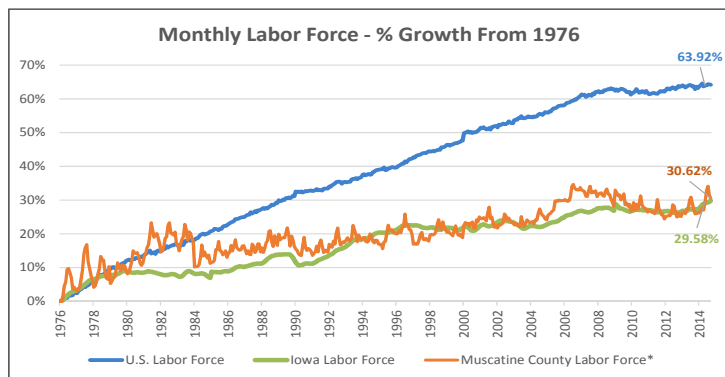
| | |
|---|-------|
| HNI Corporation/The HON Company, Allsteel..... | 3,600 |
| Grain Processing/Kent Feeds..... | 900 |
| Muscatine Community School District..... | 855 |
| Trinity Muscatine (formerly Unity Health Care)..... | 485 |
| Hy-Vee Food Store..... | 430 |
| Monsanto Company..... | 400 |
| Heinz, U.S.A. | 370 |
| Musco Sports Lighting..... | 320 |
| Wal-Mart Superstore..... | 325 |
| Muscatine Power & Water..... | 290 |
| Stanley Consultants..... | 280 |
| City of Muscatine..... | 225 |
| Raymond-Muscatine, Inc..... | 285 |
| Bridgestone Bandag LLC..... | 200 |
| Muscatine County..... | 200 |
| Carver Pump Company..... | 100 |

Source: Compiled by Greater Muscatine Chamber of Commerce & Industry, 2014, from individual employers.

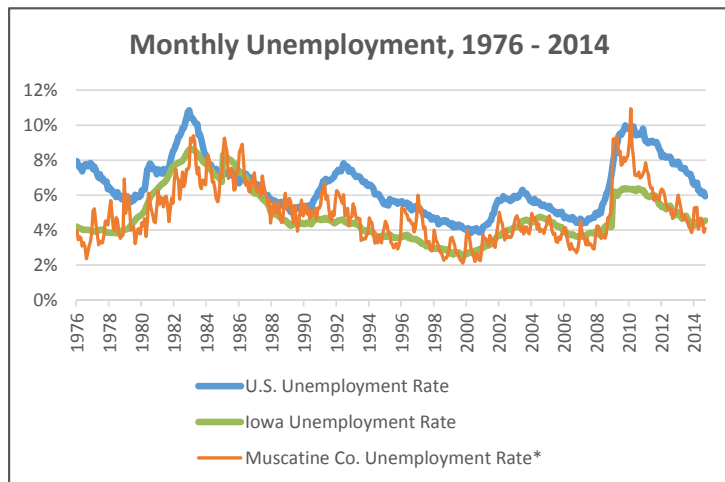
Workforce

| | |
|--|----------------------|
| Laborshed Area Labor Force..... | 344,298 ¹ |
| Labor Force, Muscatine County..... | 23,763 ² |
| Employed, Muscatine County..... | 22,790 ² |
| Unemployment Rate, Muscatine County..... | 4.1% ² |

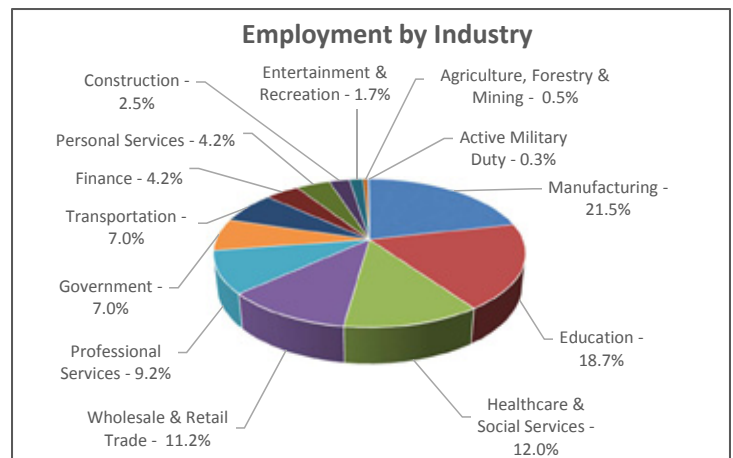
Source: ¹Iowa Workforce Development, December 2013, "Laborshed Analysis Muscatine, Iowa: A Study of Workforce Characteristics"; ²Iowa Workforce Development, September 2014.



Source: U.S. Department of Labor, Bureau of Labor Statistics and Iowa Workforce Development; January 1976 to September 2014. * Note: Labor Force for Muscatine County is not seasonally adjusted.



Source: U.S. Department of Labor, Bureau of Labor Statistics and Iowa Workforce Development; January 1976 to September 2014. * Note: Unemployment for Muscatine County is not seasonally adjusted.



Source: Iowa Workforce Development, December 2013, "Laborshed Analysis Muscatine, Iowa: A Study of Workforce Characteristics".

Taxes

Federal Taxes Deductible: Corporate - 50% • Individual - 100%

State Corporate Income Tax: Based solely on in-state sales.

State/Local Sales Tax: Current state sales tax is 5% with two additional local option sales taxes of 1% each, bringing the total to 7%. All sales taxes exclude food, prescription drugs, and medical devices.

Property Tax: Manufacturing machinery, equipment, and computers are exempt from property tax.

Total Tax Rate (per \$1,000 Assessed Value).....15.67209

Actual Valuation (Property within Muscatine)\$1,262,442,922

Source: Muscatine County Assessor's Office, 2013.

Retail Sales

| City | 2013 Population Estimate | FY14 Retail Sales |
|-----------------------|--------------------------|-------------------|
| Muscatine, IA..... | 23,034 | \$377,445,272 |
| Ottumwa, IA..... | 24,840 | \$379,035,776 |
| Burlington, IA..... | 25,725 | \$309,351,402 |
| Clinton, IA..... | 26,473 | \$358,879,327 |
| Marshalltown, IA..... | 27,844 | \$328,920,980 |

Source: U.S. Census Bureau, Population Estimates Program, July 1, 2013; Iowa Department of Revenue, December 2014.

Primary and Secondary Education

Public Schools

Muscatine Community School District

| Type of school | Number of Schools | Enrollment |
|---------------------------------------|-------------------|------------|
| Preschool..... | N/A..... | 368 |
| Elementary..... | 8..... | 2,403 |
| Middle Schools..... | 2..... | 1,217 |
| High Schools..... | 1..... | 1,588 |
| Total..... | 11..... | 5,576 |
| Graduation Rate..... | | 76.58% |
| Student Teacher Ratio..... | | 14 to 1 |
| Average Total Salary per Teacher..... | | \$50,700 |
| Average ACT Test Score..... | | 22 |

Source: Iowa Department of Education, 2013-14 School Year.

Private and Parochial Schools

Adventist Christian School • Faith Academy • Saints Mary & Mathias Catholic School

Source: Yellowpages.com, 2014.

Post-Secondary Education

Institutions of Higher Learning within 50 Miles of Muscatine:

Augustana College • Black Hawk College • Coe College • Cornell College • Iowa Wesleyan College • Kirkwood Community College • Muscatine Community College • Palmer College of Chiropractic • Scott Community College • St. Ambrose University • Trinity College of Nursing • University of Iowa • Western Illinois University-Quad Cities

Source: Collegeboard.org, 2015.



Muscatine High School, Home of the "Muskies"



Unity Point Health, Trinity - Muscatine

Health Care

| | | |
|---|-----------------------|-------------|
| Family Doctors..... | | 21 |
| Dentists..... | | 14 |
| Surgeons | | 6 |
| Hospitals | Distance | Beds |
| Genesis Heath System, Genesis Medical Centers - | | |
| 3 Quad Cities locations..... | approx. 30 miles..... | 652 |
| Unity Point Health, Trinity - Muscatine..... | 0 miles..... | 80 |
| Unity Point Health, Trinity - | | |
| 3 Quad Cities locations..... | approx. 30 miles..... | 515 |
| University of Iowa Hospitals | 36 miles..... | 718 |

Source: Genesis Health System, Unity Point Health, University of Iowa Healthcare, Healthgrades.com; 2015.

Average Home Sales Price

| Place | 2014 Average Sales Price |
|-----------------------------------|--------------------------|
| Cedar Rapids (Northeast), IA..... | \$161,900 |
| Cedar Rapids (Northwest), IA..... | \$142,200 |
| Cedar Rapids (Southeast), IA..... | \$155,700 |
| Cedar Rapids (Southwest), IA..... | \$139,500 |
| Coralville, IA..... | \$302,600 |
| Davenport, IA..... | \$138,700 |
| Dubuque, IA..... | \$176,000 |
| Iowa City, IA..... | \$254,700 |
| Moline, IL..... | \$104,200 |
| Muscatine, IA..... | \$127,400 |
| Rock Island, IL..... | \$88,200 |
| Wilton, IA..... | \$142,000 |

Source: Ruhl&Ruhl Realtors (Winter 2015 Facts and Trends Report) www.ruhlhomes.com

ACCRA Cost of Living

| | Composite | Grocery | Housing | Utilities | Transportation | Health | Misc. Goods & Services |
|------------------|-----------|---------|---------|-----------|----------------|--------|------------------------|
| Ames, IA | 96.9 | 93.0 | 99.8 | 87.7 | 106.6 | 98.1 | 95.2 |
| Burlington, IA | 88.2 | 93.5 | 80.1 | 100.2 | 83.7 | 87.4 | 91.1 |
| Cedar Rapids, IA | 93.1 | 91.7 | 85.4 | 103.3 | 95.6 | 102.6 | 95.0 |
| DMRI, IA-IL* | 97.2 | 94.9 | 99.2 | 86.8 | 103.5 | 99.7 | 97.0 |
| Des Moines, IA | 92.0 | 93.4 | 84.4 | 93.4 | 99.0 | 96.9 | 94.1 |
| Mason City, IA | 88.4 | 97.7 | 72.5 | 96.5 | 90.8 | 93.4 | 94.2 |
| W-CR, IA** | 92.2 | 93.9 | 93.1 | 84.1 | 91.9 | 98.4 | 92.5 |

* DMRI, IA-IL = Davenport-Moline-Rock Island, Iowa-Illinois Metropolitan Statistical Area

** W-CR, IA = Waterloo-Cedar Rapids, Iowa Metropolitan Statistical Area

Source: The Council for Community and Economic Research (C2ER); 2014 ACCRA Cost of Living Survey.

Lodging

| Type | Facilities | Rooms |
|-----------------------|------------|-------|
| Hotels/Motels..... | 10..... | 624 |
| Bed & Breakfasts..... | 2..... | 8 |

Source: STR, Inc., January 2015 and Muscatine Convention and Visitors Bureau, 2015.

Meeting Facilities

| Facility | Capacity |
|---|-----------|
| Geneva Country Club..... | 250 seats |
| Hotel Muscatine Meeting Room..... | 400 seats |
| City of Muscatine Pearl City Station..... | 175 seats |
| Muscatine City Riverview Center..... | 400 seats |
| Rendezvous Reception Facility..... | 400 seats |
| Stanley Hotel Conference Center (12,732 s.f.) – Coming in 2017 | N/A |

Source: Muscatine Convention and Visitors Bureau, February 2015.



Riverview Center

Climate

| | | |
|-----------------------------------|---------------|---------|
| Average Annual Temperature..... | 51.8°F..... | 11.0°C |
| Average Winter Temperature..... | 26.4°F..... | -3.1°C |
| Average Summer Temperature..... | 74.3°F..... | 23.5°C |
| Average Annual Precipitation..... | 38.53 in..... | 97.9 cm |

Source: National Climatic Data Center- Muscatine, IA (1981-2010 Normals).

Quality of Place

Parks and Recreation

560-Acre Park System

| | |
|---|------------------|
| Park and/or Recreation Areas | 21 |
| Playgrounds..... | 12 |
| Park Shelters | 16 (14 rentable) |
| Riverfront Rental Facilities..... | 2 |
| Riverview Center and Pearl City Station | |
| Miles of Active Trails | 11 |

Municipal Golf Course

| | |
|---|---|
| 18 hole golf course | 1 |
| 18 hole Disc Golf Course in a 53 acre park..... | 1 |

Muscatine Soccer Complex

| | |
|---------------------------------------|---|
| Full size fields | 8 |
| (2 internationally sized and lighted) | |

Kent-Stein Park

A 66-acre facility adjoining an 11-acre slough with 2 concession stands, 8 lighted baseball diamonds, 9 lighted softball diamonds, 9 lighted horseshoe courts, picnic areas, fishing, and restrooms.



Ball fields at Kent-Stein Park

Muscatine Aquatic Center

Located in Weed Park, the community's premier water activity center features 5 slides (2 drop slides, 1 family slide and 2 long slides), a zero-depth entry area and an interactive play structure with a kids' slide and spray area.

Boat Harbor & Marina

18 large houseboat slips, 66 smaller long dock slips, 8 transient boat slips
• Water and electricity available • 2 Boat Launches with 4 total ramps • Gas and diesel fuel sales

Other Amenities

5 basketball courts (3 lighted) • 8 tennis courts (4 lighted) • Skate Park (Lighted), including 90 ft. X 50 ft. in-line hockey rink • 2 lighted sand volleyball courts • Riverfront ice skating rink

Source: City of Muscatine Parks and Recreation Department, 2014



Boat Harbor and Marina on the Mississippi River

Attractions

Mississippi River

Enjoy magnificent views of the nation's preeminent waterway from the Mark Twain Overlook and our beautiful downtown riverfront or take advantage of the many recreational opportunities the Mississippi offers.

Norbert F. Beckey Bridge

A 1500-foot span connecting Iowa and Illinois, which becomes illuminated every night in an ever-changing rainbow of colors created by 43 LED fixtures.

Historic Districts/Buildings

Muscatine has two national historic districts listed on the National Register of Historic Places (Downtown Commercial and West Hill) and two cultural and entertainment districts. In addition, there are several individual listings on the National Register.



Historic Downtown

Arts/Culture/Museums

Muscatine Art Center

Accredited by the American Association of Museums and a Cultural Leadership Partner with the Iowa Arts Council, the Muscatine Art Center houses works by notable American artists Grant Wood, Georgia O'Keeffe, and Allan Houser, as well as a collection of European masters. The museum is located in the 1908 Musser Mansion and contemporary Stanley Gallery.

Muscatine History and Industry Center

Traces the economic history of Muscatine, from its beginnings as a trading post for Native Americans to becoming the home to a wide variety of national and international companies. The center includes an exhibit on the pearl button industry, which provided Muscatine's unofficial nickname, "Pearl of the Mississippi."

Outdoor Sculptures/Fountains

Enjoy the unique and beautiful Folded Circle Arc, Mississippi Harvest, Prayer of Peace, and Mississippi Mist.

Performing Arts

Muscatine offers an array of cultural facilities that rival those of larger metro areas, including the Muscatine Center for the Performing Arts, Muscatine Symphony Orchestra, Pearl City Players Theatrical Society, and Masquers Community Theatre.

Contact

For more information on Muscatine, Iowa, please contact:



City of Muscatine
215 Sycamore Street
Muscatine, IA 52761
563.264.1550
<http://www.muscatineiowa.gov>



Greater Muscatine Chamber of
Commerce & Industry
102 Walnut Street
Muscatine, IA 52761
563.263.8895
<http://www.muscatine.com>



PROJECT STATUS REPORT

Project Name: City of Muscatine - West Hill Sewer Separation **Month:** May, 2015
Prepared By: Karmen Heim **Project Number:** 17660.30.02

“PHASE” refers to Design Package/Construction Contract

Progress for Last Month (May):

PHASE 3 (Phase 3A, 3B, 3C)

Phase 3A – Construction:

- As requested, provided available project quantity information on select backfill.
- Construction activity began May 4th
- May utility meeting
- Occasional site visit
- Attended construction progress meeting on 05-15-2015
- Reviewed pole relocation proposal from MPW (3A only)
- Email to City on site review on 05-29-2015

Work Items for Coming Month (June):

PHASE 3 (3A, 3B, 3C) - Construction:

- Attend meetings as needed.
- Answer construction questions as needed.
- Occasional site visit
- Prepare July 15, 2015 EPA separation progress report.
- Review pole relocation proposal from MPW (3B & 3C)

Future:

- Overall West Hill project planning, as needed.
- Target for Planning Phase 4 (location to be determined)
 - Preliminary Planning 2016
 - Design 2017
 - Bid and Construction 2018

Key Issues & Information Required:

PHASE 3 (3A, 3B, 3C)

- none

Critical Issues:

PHASE 3 (3A, 3B, 3C)

- none

Greenwood Cemetery Steps Project Agreement

THIS GREENWOOD CEMETERY STEPS PROJECT AGREEMENT (this “Agreement”) is made on _____, 2015, by and between the City of Muscatine, Iowa, a municipal corporation (the “City”), and Muscatine Area Heritage Association, Inc., d/b/a Friends of Greenwood Cemetery, an Iowa non-profit corporation (“F.G.C.”).

The City and F.G.C. hereby agree as follows:

1. Project. This Agreement provides guidelines for the Greenwood Cemetery Step Project.
2. Project Plan. F.G.C. shall provide to the City a Project concept plan endorsed by a professional engineer with a cost estimate that is supported by current engineering, design and code standards (the “Project Plan”). The Project Plan shall include an approved system for closing the steps when the steps are in disrepair and/or become dangerous (i.e., snow, ice, fallen trees, after dark and during the winter). The Project will require a Site Plan signed by a professional engineer and will be analyzed as part of the City Site Plan Review process.
3. Project Phases. A phased project approach (each, a “Project Phase”) will be allowed as long as the initial phase addresses all safety concerns of the Project, including but not limited to, handrails, step deterioration and water drainage crossing the steps. The City shall give prior written approval for the specifications for each Project Phase. Funding and in kind services must be in place and in writing to the City prior to the start of any Project Phase. The City will inspect each Project Phase or component during and prior to acceptance of the Project.
4. Licenses. F.G.C. agrees to obtain, at its sole expense, all necessary licenses, permits, and certificates, as required by federal law, state law, or local ordinance, in connection with this Agreement.
5. Indemnification. To the fullest extent permitted by law, F.G.C. agrees to indemnify and hold harmless the City, its elected and appointed officials, board, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, board, employees and volunteers and others working on behalf of the City, including by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which arise out of the negligence of F.G.C., its elected and appointed officials, employees and volunteers and others working on behalf of F.G.C. arising from or with respect to its fulfilling its obligations under this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

6. Maintenance Endowment. A maintenance endowment, funded by F.G.C, shall be established prior to the start of the Project. The maintenance endowment shall fund the maintenance of including, but not limited to, future capital repairs and daily operational maintenance expenses.
7. Insurance and Maintenance Bond. Prior to the start of the Project, F.G.C. shall file a certificate of insurance with the City, which certificate shall name the City as additional insured. F.G.C. shall purchase liability insurance in the amount of at least one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate for bodily injury and property damage claims. F.G.C. shall provide the City a fifteen (15) day written notice of cancellation of the insurance. F.G.C. shall cause the contractor to furnish a maintenance bond, which maintenance bond shall be subject to the City's written approval.
8. Completion Date. The Project shall be completed by _____ or the City will remove the remaining steps.
9. Applicable Laws. F.G.C. agrees to observe all laws of the State of Iowa, all ordinances of the City of Muscatine, Iowa and all federal laws applicable to the Project, including, but not limited to, compliance with the Americans with Disabilities Act.
10. Assignment. F.G.C. shall not assign this Agreement without prior written consent of the City.
11. Improvements. F.G.C. may not make permanent improvements to the Project area (as determined in the site plan review process) without written consent from the City. Such improvements shall become the property of the City without compensation to F.G.C.
12. F.G.C. Entity Documentation. F.G.C. shall provide to the City (and update as needed) the F.G.C. bylaws and organizational structure. F.G.C. shall appoint a contact person for communications with the City.
13. Volunteers and Contractors. F.G.C. shall provide the City a list of volunteers and contractors working on and/or donating to the Project.
14. Termination. The City may terminate this Agreement by providing written notice if F.G.C. does not perform the terms and conditions of this Agreement.
15. Additional Requirements. In the event of site deterioration, local or state changes in regulations or if the Project parameters change, the parties agree to use reasonable efforts to enter into an amendment to this Agreement setting forth any modifications to this Agreement.
16. No Discrimination. F.G.C. shall not do any of the following:

- a. Discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
- b. Discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
- c. Discriminate against any individual in the performance of any obligation or the extension of services under this agreement because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS _____ DAY OF _____ 2015.

CITY:

CITY OF MUSCATINE, IOWA

By: _____
Name: _____
Its: _____

F.G.C.:

MUSCATINE AREA HERITAGE ASSOCIATION, INC.
D/B/A FRIENDS OF GREENWOOD CEMETERY

By: _____
Name: _____
Its: _____

**Iowa Homeland Security and Emergency Management
Specialty Team Activation Order
Hazardous Materials Team
Activation Order May 31, 2015**

WHEREAS, teams comprised of the Iowa Hazardous Materials Response and Decontamination Task Force, a homeland security and emergency response team as defined by Iowa Code § 29C.8 (f) (1) and 605 Iowa Administrative Code Chapter 12 and recognized by the Iowa Homeland Security and Emergency Management Department; and

WHEREAS, the United States Department of Agriculture and the Iowa Department of Agriculture and Land Stewardship has requested assistance for monitoring bio-security and cleaning and decontamination procedures at H5N2 impacted sites and landfills.

THEREFORE, IT IS HEREBY ORDERED under the authority of Iowa Code § 29C.8 (f) that the below listed Hazardous Materials personnel are activated for the specific purpose of providing the requested assistance in support of State and Federal response efforts. All personnel should report NLT 1400 May 31, 2015 to the USDA Incident Command Post, 1447 Prairie Dr, Worthington, MN for safety briefing and assignment.

Hazardous Materials Personnel

| | | |
|-------------------------|----------------------|------------------------|
| Larry Schlimes (SCFD) | Phil Marchand (SCFD) | Garrett Soldati (SCFD) |
| Donavan Wynn (SCFD) | Brent James (SCFD) | Joel Bertrand (SCFD) |
| Patrick Gingerich (MFD) | Daniel Novak (MFD) | Curt Woode (CRFD) |
| Paul Koenig (CRFD) | Shane Mell (CRFD) | Scott Hoschek (BFD) |
| Nathan Skifstad (BFD) | Matt Krzycki (CBFD) | Jim Chastain (CBFD) |

Dated May 30, 2015 at Johnston, Iowa.



V. Joyce Flinn, Operations Divisions Administrator
Iowa Homeland Security and Emergency Management Department

MUSCATINE COUNTY JOINT COMMUNICATIONS

AMENDED AGREEMENT UNDER CHAPTER 28E, CODE OF IOWA

1. **PURPOSE AND SCOPE.** This agreement is entered into by the City of Muscatine, Iowa and Muscatine County, Iowa. The purpose of this agreement is to amend the 28E agreement between the City of Muscatine and Muscatine County originally entered into on April 28, 2004 and amended on June 15, 2009. This agreement shall provide for a revised organizational structure of the Muscatine County Joint Communications (MUSCOM). MUSCOM shall provide to all residents of Muscatine County emergency communication services, and establish an efficient, centralized, standardized and interoperable communications system designed to meet current, accepted and recommended national standards, to enhance the protection of persons and property within the county and surrounding communities. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County and any other area deemed necessary to serve.
2. **DURATION.** This agreement shall be in perpetual effect unless terminated in the manner described below.
3. **ENTITY CREATED.** This agreement does not create a new legal entity separate from the legal entity which already exists under the 28E agreement described in paragraph 1.
4. **GOVERNANCE.** ~~The Muscatine County Emergency Management Commission~~ **Muscatine County Joint Communications Commission (MCJCC)** shall be responsible for the overall governance **and fiscal Management** of MUSCOM. The MUSCOM User Group shall ~~have input into~~ **manage** the day-to-day operations and communications policies of the dispatch center. The specific duties of each board shall be as described below.
The MCJCC board of directors shall have five voting members. There will be two members of the Muscatine County Board of Supervisors (neither of whom shall be the supervisor who serves on the EMC board), two members of the Muscatine City Council, and one member from either the West Liberty or Wilton City Council. The member from either West Liberty or Wilton shall serve a two year term. Upon completion of the two year term the position shall be filled by a council member

from the other city. The initial two year term shall be filled by a council member from _____. The chair and vice chair will rotate between the county and city of Muscatine members. The chair and vice chair shall not be representatives of the same governmental body. The chair and vice chair will serve for a term of one year.

The commission shall appoint a secretary at the first commission meeting of each calendar year.

5. COMPLIANCE WITH STATE STANDARDS. MUSCOM will be subject to audit under the Muscatine County annual audit conducted by the Office of State Auditor. The ~~EMC MCJCC~~ shall adopt an Iowa-recognized communications interoperability standard or protocol.
6. MUSCATINE COUNTY JOINT COMMUNICATIONS (MUSCOM) USER GROUP. The User Group shall have five members. The members will be the Muscatine County Sheriff, the Muscatine Police Chief, the Muscatine Fire Chief, the police chief of either West Liberty or Wilton (alternating terms) and a volunteer fire chief. **The Emergency Management Director shall be a non-voting member of the user group.**

The police chief of either West Liberty or Wilton and the volunteer fire chief shall serve a two year term. The Muscatine County Board of Supervisors shall select by lot whether the chief from West Liberty or Wilton shall serve the initial two year term. The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association, ~~provided that the person selected may not be an employee of Muscatine County or any city within Muscatine County.~~ The volunteer fire chief will be particularly responsible for soliciting the views and needs of all of the volunteer fire departments which serve Muscatine County.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee.

The User Group shall provide advice to the ~~EMC MCJCC~~ about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

The members of the User Group may designate in writing a member of their department to be a proxy representative at any User Group meeting. Proxy representation will not be

permitted for any meeting at which the User Group votes on a final budget recommendation to the MCJCC Board of Directors. ~~The Muscatine County Emergency Manager shall serve as executive director of the User Group and will not be a voting member of the User Group.~~

7. **EQUIPMENT.** MUSCOM will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, console control stations and console furniture, equipment, hardware or software associated with 911 communications, HVAC equipment located in the dispatch center, all radio and telephone recording equipment and systems, all equipment related to communication from the center to approved end-users to include but not limited to communications infrastructure, frequencies and licenses, tower sites and related equipment, internet connectivity, mobile data terminals, mobile radios, portable radios and paging systems. All communications equipment will be issued from MUSCOM to the approved end-user. End-users WILL be responsible for the purchase of mounting hardware for mobile radios and data terminals for their respective unique vehicles and applications. MUSCOM will not be responsible for the installation and/or repair/replacement of emergency lighting or vehicle video recording systems.
8. ~~**MEETINGS AND RECORDS MCJCC.**~~ The meetings of both the ~~EMC MCJCC~~ and the **MUSCOM** User Group are subject to the open meetings and public records requirements of Iowa Code Chapters 21 and 22 as well as any additional disclosure and meeting requirements of Chapter 28E.

The ~~EMC MCJCC~~ shall meet at least twice per year. The User Group shall meet at least four times per year. Each board may convene at any other time necessary to conduct business.

The ~~EMC MCJCC~~ may adopt rules for conducting business. The ~~EMC~~ shall establish policies for MUSCOM with the advice of the User Group. The MUSCOM User Group shall adopt a policy manual for MUSCOM operations.

9. **EMPLOYEES OF MUSCOM.** The ~~EMC MCJCC~~ ~~may~~ **shall** select a Communications Manager to oversee the day-to-day function of MUSCOM. The Communications Manager shall be the first line supervisor of MUSCOM employees and shall have the authority to hire, fire, and discipline MUSCOM employees. The ~~EMC MCJCC~~ shall be

the body to hear the appeal or review of any personnel action taken by the Communications Manager. The structure of the disciplinary process may be altered by a ~~the~~ collective bargaining agreement entered into by the ~~EMC MCJCC~~.

The Communications Manager shall serve at the pleasure of the ~~EMC MCJCC~~. The ~~EMC MCJCC~~ shall evaluate the performance of the Communications Manager on at least an annual basis. The User Group shall provide input to the ~~EMC MCJCC~~ regarding the performance of the Communications Manager.

The ~~EMC MCJCC~~, through its budget process, shall set the number of MUSCOM employees and the compensation structure for MUSCOM employees. The ~~EMC MCJCC~~ shall establish personnel policies for MUSCOM with the advice of the User Group.

All MUSCOM employees shall abide by the political activity prohibitions set forth in Iowa Code § 29C.16.

MUSCOM shall defend, indemnify, and hold harmless all MUSCOM employees and the membership of the ~~EMC MCJCC~~ and the **MUSCOM** User Group for any claim arising out of an alleged act or omission occurring within the scope of his or her duties.

10. **BUDGET AND FINANCE.** The parties enter into this 28E agreement contemplating that the **Muscatine County Emergency Management Commission (EMC)** shall assume responsibility to ~~provide for and fund~~ **budget for** dispatch services. During the preparation for a budget cycle, the ~~MUSCOM User Group~~ **MCJCC** shall hold one or more public meetings to formulate a budget recommendation. **The User Group will provide input into the budget. The MCJCC will transmit the budget to the EMC Board who, without modification, will include it in its budget transmitted to the County Board of Supervisors as provided by law. The County Board of Supervisors will then assign a levy amount to fund the approved budget. then cause this budget recommendation to be presented to the EMC in a public meeting. The EMC will then submit the final budget to the Muscatine County Board of Supervisors as provided by law.**

Muscatine County shall provide the following ministerial services to MUSCOM: payroll and benefits administration; accounts receivable; and accounts payable.

11. **POWERS OF MUSCOM.** MUSCOM shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following specific powers, including but not limited to:
- a. To sue and be sued.
 - b. To acquire, hold, use and dispose of personal property for the purposes of MUSCOM.
 - c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of MUSCOM, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.
 - d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
 - e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
 - f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
 - g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
 - h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
 - i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
 - j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of MUSCOM.

- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code for a system of budgeting, accounting, auditing and reporting of all MUSCOM funds and transactions.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of MUSCOM.

Notwithstanding any other provision of this agreement, the ~~EMC MCJCC~~ will not change the physical location from which dispatch services are provided by MUSCOM without the consent of both the Muscatine County Board of Supervisors and Muscatine City Council.

- 12. AMENDMENT, TERMINATION, AND WITHDRAWAL. This 28E shall operate perpetually unless terminated by written notice from one party to another. Such written notice will not relieve either party from the financial obligation to maintain the operation of MUSCOM during the fiscal year in which notice of termination is given and for the fiscal year beginning the following July 1 if notice is given after April 1. In the event of termination of this agreement all participants in MUSCOM will retain any property they have purchased for communication services **or that has been allocated to their respective departments.**
- 13. APPROVAL AND EFFECTIVE DATE. This 28E agreement shall be presented to the Muscatine County Board of Supervisors and Muscatine City Council for approval. This agreement may be signed in counterparts by the representatives of each party as provided in the instruments of approval. This 28E agreement will become effective when approved by both parties.

Should this agreement be approved prior to July 1, 2015, all provisions of this agreement which call for a two year term shall be interpreted to include the time period between the effective date and July 1, 2015, and the two year term shall be deemed to end on June 30, 2017.

- 14. INTERPRETATION, ENFORCEMENT, AND SEVERABILITY. This agreement shall be interpreted to harmonize it with the various provisions of Iowa Code which govern the powers, duties, and rights of political subdivisions. This agreement is intended to

allocate powers, duties, and rights among and between its parties and is not intended to create any rights in third parties. Should a court or administrative agency of competent jurisdiction later determine that any portion of this agreement is invalid or void the remainder of the agreement shall have full effect.

MUSCATINE COUNTY

CITY OF MUSCATINE

Kas Kelly, Chair
Board of Supervisors

DeWayne Hopkins, Mayor

Date: _____

Date: _____

Attest:

Attest:

Leslie Soule, County Auditor

Gregg Mandsager, City Administrator

MUSCATINE COUNTY JOINT COMMUNICATIONS

AMENDED AGREEMENT UNDER CHAPTER 28E, CODE OF IOWA

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4. **GOVERNANCE.** The Muscatine County Joint Communications Commission (MCJCC) shall be responsible for the overall governance and fiscal Management of MUSCOM. The MUSCOM User Group shall manage the day-to-day operations and communications policies of the dispatch center. The specific duties of each board shall be as described below.

The MCJCC board of directors shall have five voting members. There will be two members of the Muscatine County Board of Supervisors (neither of whom shall be the supervisor who serves on the EMC board), two members of the Muscatine City Council, and one member from either the West Liberty or Wilton City Council. The member from either West Liberty or Wilton shall serve a two year term. Upon completion of the two year term the position shall be filled by a council member from the other city. The initial two year term shall be filled by a council member from _____. The chair and vice

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The Communications Manager shall serve at the pleasure of the MCJCC. The MCJCC shall evaluate the performance of the Communications Manager on at least an annual

basis. The User Group shall provide input to the MCJCC regarding the performance of the Communications Manager.

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All MUSCOM employees shall abide by the political activity prohibitions set forth in Iowa Code § 29C.16.

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 - b. To acquire, hold, use and dispose of personal property for the purposes of MUSCOM.
 - c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of MUSCOM, subject to all liens thereon, if any, and to hold

and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.

- d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of MUSCOM.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code for a system of budgeting, accounting, auditing and reporting of all MUSCOM funds and transactions.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of MUSCOM.

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MUSCATINE COUNTY

CITY OF MUSCATINE

Kas Kelly, Chair
Board of Supervisors

Date: _____

Attest:

Leslie Soule, County Auditor

DeWayne Hopkins, Mayor

Date: _____

Attest:

Gregg Mandsager, City Administrator